



*Commonwealth of Virginia*

***VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY***

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**VIRGINIA WASTE MANAGEMENT BOARD  
ENFORCEMENT ACTION - ORDER BY CONSENT  
ISSUED TO  
WESTROCK CP, LLC  
FOR  
WESTROCK MANN NO. 3  
Solid Waste Permit No. SWP543**

**SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Virginia Waste Management Board and the WestRock CP, LLC, regarding the WestRock Mann No. 3, for the purpose of resolving violations of the Virginia Waste Management Act and the applicable permit and regulations.

**SECTION B: Definitions**

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the Virginia Waste Management Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1401.
2. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

4. "Facility" or "Landfill" means WestRock Mann No. 3, located 30895 King William Road in King William County, Virginia, which is owned and operated by the WestRock CP, LLC.
5. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.
6. "Order" means this document, also known as a "Consent Order" or "Order by Consent."
7. "Permit" means Solid Waste Permit (SWP) No. 543, which was issued under the Virginia Waste Management Act and the Regulations to WestRock on September 14, 1992.
8. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
9. "Regulations" or "VSWMR" means the Virginia Solid Waste Management Regulations, 9 VAC 20-81-10 *et seq.*
10. "Va. Code" means the Code of Virginia (1950), as amended.
11. "VAC" means the Virginia Administrative Code.
12. "Virginia Waste Management Act" means Chapter 14 (§ 10.1-1400 *et seq.*) of Title 10.1 of the Va. Code. Article 2 (Va. Code §§ 10.1-1408.1 through -1413.1) of the Virginia Waste Management Act addresses Solid Waste Management.
13. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.
14. "WestRock" means WestRock CP, LLC, a limited liability company authorized to do business in Virginia and its affiliates, partners, and subsidiaries. WestRock is a "person" within the meaning of Va. Code § 10.1-1400.

#### **SECTION C: Findings of Fact and Conclusions of Law**

1. On September 14, 1992, WestRock was granted a permit to operate an industrial landfill. The Permit allows disposal of non-hazardous waste from the West Point Mill, located at 2401 King William Ave, West Point, Virginia.
2. The Facility has been in operation as an industrial landfill since the permit was issued. Operations at the Facility are subject to the Virginia Waste Management Act, the Regulations, and the Permit.
3. On October 27, 2020, DEQ Solid Waste Program staff conducted a compliance inspection. The inspection included document review and an in-person inspection of the Facility. During the inspection, Department staff observed the following in relevant part:

- a. On September 20, 2020, WestRock notified the Department of a discharge of landfill leachate to the Pamunkey River via the Facility's storm water Outfall 001. Permanent repairs to the toe berm and the impacted area were observed to be completed during the inspection.
4. 9 VAC 20-81-140.A.6.a prohibits landfills from allowing leachate from the landfill to drain or discharge into surface waters except when treated onsite and discharged into surface water as authorized under a Virginia Pollutant Discharge Elimination System permit.
5. On November 24, 2020, based on the inspection, the Department issued Notice of Violation No. 2020-11-PRO-602 to WestRock for the violation described in Paragraph C(3)(a) above.
6. On January 7, 2021, Department staff met by phone with representatives of WestRock to discuss the violation.
7. On January 25, 2021 WestRock submitted a written response to the NOV.
8. On March 31, 2021, the Department conducted a subsequent inspection. No compliance issues were observed during that inspection.
9. Based on the results of the October 27, 2020 inspection, the January 7, 2021 meeting, and the documentation submitted on January 25, 2021, the Board concludes that WestRock has violated 9 VAC 20-81-140.A.6.a, as described in Paragraph C(3)(a) above.
10. WestRock has submitted documentation that verifies, and DEQ staff inspected the Facility on October 27, 2020 and verified, that the violation described in Paragraph C(3)(a) has been corrected.

**SECTION D: Agreement and Order**

Accordingly, by virtue of the authority granted it in Va. Code § 10.1-1455, the Board orders Responsible Party, and Responsible Party agrees to:

1. Pay a civil charge of \$7,875.00 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 1104  
Richmond, Virginia 23218

WestRock shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, WestRock shall be liable for attorneys' fees of 30% of the amount outstanding.

**SECTION E: Administrative Provisions**

1. The Board may modify, rewrite, or amend this Order with the consent of WestRock for good cause shown by WestRock, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, WestRock admits to the jurisdictional allegations, and agrees not to contest, but does not admit, the findings of fact and conclusions of law in this Order.
4. WestRock consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. WestRock declares it has received fair and due process under the Administrative Process Act and the Virginia Waste Management Act and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by WestRock to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. WestRock shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. WestRock shall demonstrate that such

circumstances were beyond its control and not due to a lack of good faith or diligence on its part. WestRock shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and WestRock. Nevertheless, WestRock agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
  - a. The Director or his designee terminates the Order after WestRock has completed all of the requirements of the Order;
  - b. WestRock petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
  - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to WestRock.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve WestRock from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. The undersigned representative of WestRock certifies that he or she is a responsible official or officer authorized to enter into the terms and conditions of this Order and to execute and legally bind WestRock to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of WestRock.
13. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
14. By its signature below, WestRock voluntarily agrees to the issuance of this Order.

And it is so ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
James J. Golden, Regional Director  
Department of Environmental Quality

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WestRock CP, LLC voluntarily agrees to the issuance of this Order.

Date: Sept 8, 2021 By: Chris Broome (Person), GM (Title)  
WestRock CP, LLC

Commonwealth of Virginia  
City/County of King William

The foregoing document was signed and acknowledged before me this 8<sup>th</sup> day of  
September, 2021, by Chris Broome who is  
General Manager of WestRock CP, LLC, on behalf of the company.

Regena J Jones  
Notary Public

7248480  
Registration No.

My commission expires: 7/31/2025

Notary seal:



